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Contract Database Metadata Elements

Title: **New York Convention Center Operating Corporation and District Council of New York City and Vicinity, United Brotherhood of Carpenters and Joiners of America (1996)**

Employer Name: **New York Convention Center Operating Corporation**

Union: **District Council of New York City and Vicinity, United Brotherhood of Carpenters and Joiners of America**

Local:

Effective Date: **07/01/96**

Expiration Date: **06/30/01**

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8073_06302001

New York Convention Center
Operating Corp And United Brotherhd
THIS Carpenters/Joiners 1 into this 29th day of January 1997 and

1228
37240

MD
CRF

effective as of July 1, 1996 between the NEW YORK CONVENTION CENTER
OPERATING CORPORATION ("JAVITS CENTER" OR "THE EMPLOYER")
and the DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
("THE UNION" AND/OR "DISTRICT COUNCIL")

ARTICLE I.

Objectives

To establish and maintain wages, hours and working conditions for the work covered by this Agreement; to prevent strikes and lockouts; to insure the peaceable adjustment and settlement of grievances; to provide for labor peace and the adjustment of jurisdictional disputes; to provide sufficient forces readily available to meet the needs of the Employer; to keep the New York Trade Show Industry ("the Industry") competitive while providing fair wages and terms and conditions of employment.

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

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ARTICLE II.

Trade Jurisdiction

Section 1. As used in this Agreement, the words CARPENTER FOREMAN, JOURNEYMAN, CARPENTER, JOURNEYMEN CARPENTERS and JOURNEYMEN CARPENTER APPRENTICES are understood to include all individuals employed at the Javits Center involved in normal **building maintenance work**.

(9)

Section 2. The work to be performed by Carpenters shall include the following and all relevant and related work normally performed by them in conjunction with the work including but not limited to drywall construction, all metal and wood framing; acoustic ceilings and necessary work for installation of same; metal trim, partitions, dividers, doors, frames and panels; framework partitions and trim materials for toilets and rest rooms; all insulation material and installation; the handling of all materials installed or erected by Carpenters; the maintenance and securing of all moveable partition walls; all other work normally performed by or assigned to Carpenters employed in the Operations Department of the Center; and all other work as has been previously assigned by the Employer to employees represented by the Union.

ARTICLE III.

Union Recognition

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all the employees who perform the work referred to in **Article II, Section 1**, above.

Section 2. No person representing the Union shall, without the Employer's consent (which will not be unreasonably withheld), have the right to interview employees during business hours. Any Union Representative(s) permitted to interview employees during business hours shall comply with all general conditions of the job regarding passes, entrance to be used.

ARTICLE IV.

Union Security

Section 1. All employees who are members of the Union at the time of signing of this Agreement shall continue membership in the Union as a condition of employment. All other employees must become members of the Union within thirty (30) days following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in good standing in the Union as a condition of continued employment. If the foregoing provisions for Union Security clauses are held to be legally invalid, this clause will automatically become modified to conform with prevailing law.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect, to discharge such person within three (3) business days from the day of receipt of such notice. Further, the failure of any person to maintain his or her Union membership in good standing, as required herein, shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person within three (3) business days from the date of receipt of such notice.

The Union shall indemnify and hold harmless the Employer against and from any and all actions, claims, demands, losses or expenses, including reasonable attorney fees, which may result from action taken by the Employer at the request of the Union under the terms of this Section.

Section 2. Neither the Union or its representatives shall discriminate against any employee. Maintenance of Union membership shall be evidenced by the current working card which shall indicate that the current dues have been paid to the Union.

ARTICLE V.

Management's Rights

The Employer has the sole and unfettered right to manage every aspect of the operation of the Javits Center, except to the extent limited by a specific provision of this Agreement. Such rights include, but are not limited to, (1) determination of qualifications of all employees referred for employment at the Javits Center; (2) the right to refuse to employ any individual, in the Employer's absolute and sole discretion; (3) the right to require employees to participate in and successfully complete any training program(s) that the Employer determines may be necessary; (4) determination of the appropriate crew size needed to perform services at the Javits Center (and the right to vary crew size as conditions warrant); (5) the right to establish and change work rules which, upon discussion with the Union shall become binding as if part of this Agreement; and, (6) the right to terminate employees for violation of duly promulgated work rules. The foregoing enumeration is for illustrative purposes only, and is not intended to in any way limit the Employer's ability to exercise every right of management not limited by an express provision of this Agreement.

ARTICLE VI.

Hiring

Section 1. The Employer will notify the Union should it need to hire additional employees. Such notice shall be given at a time and in a manner that is most consistent with the Employer's operational needs.

Section 2. The Union will timely provide applicant(s) for open position(s), and the Employer shall have the right to reject any such applicant for any reason.

Section 3. If the Union is unable, on a timely basis consistent with the Employer's operational needs, to provide applicants that are, in the Employer's sole discretion, qualified for the available position(s), the Employer may hire employees from any available source. The Employer will notify the Union of the names and dates of hire of any new employee hired from any source other than the Union.

Section 4. All employees covered by this Agreement shall be considered probationary for a period of one (1) year from the date of their initial employment by the Employer. The Employer may extend the probationary period of any probationary employee for an additional period of up to thirty (30) days.

Section 5. The Employer may discharge any probationary employee at any time, with or without cause, and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Section 6. Should the Employer decide to lay off employees, probationary employees shall be the first laid off, without regard for their length of employment. Non-probationary employees shall be the next laid off, based upon their skill, knowledge,

attendance, attitude and ability to perform available work. If, in the Employer's judgment, two employees are of relative equal skill, knowledge, ability, etc., then seniority shall prevail.

ARTICLE VII.

Seniority, Layoffs and Recall

Section 1. Seniority shall prevail in situations involving layoff and recall to the extent provided in **Article VI, Section 6**, and regarding preference to work at the job for which the pay is highest, provided the employee is qualified for that work. Disputes regarding layoff and recall, for all non-probationary employees, shall be subject to the Grievance and Arbitration procedure under this Agreement.

Section 2. There shall be only one Seniority List governing the work covered by this Agreement. An employee's position on the List shall be determined by initial date of hire.

Section 3. An employee's position on the Seniority List shall be maintained unchanged during the life of this Agreement as long as the employee remains in continuous service to the Employer. The following events shall constitute a break in continuous service:

(1) Quit - provided that if the employee is rehired within fifteen (15) consecutive working days, the break in continuous service shall be removed. Absence for five (5) consecutive working days without notice to the employer shall constitute a quit.

(2) Discharge for just cause.

(3) Absence due to a layoff or disability for more than six (6) months, unless mutual agreement between the employer and the Union is reached to extend this period.

ARTICLE VIII.

Geographical Jurisdiction

This Agreement shall cover only work performed at the Javits Center.

ARTICLE IX.

Hours - Holidays - Overtime

Section 1. The standard work week shall be forty (40) hours, consisting of five (5) consecutive days, beginning on Monday, of eight (8) hours each which shall include a paid meal period of thirty (30) minutes. Starting time of work day may be varied by Employer up to one (1) hour either side of 8 a.m.

Section 2. Employees shall be allowed appropriate meal periods and breaks. In order to minimize non-productive time and disruptions in work, the Employer may coordinate among unions working at the Javits Center the times at which meal periods and breaks may be taken. Employees shall receive a thirty (30) minute paid meal break after twelve (12) continuous hours of work.

Section 3. Time-and-one-half shall be paid for all work on Saturdays and all work beyond eight (8) hours per day on weekdays. Double time shall be paid for all work

on Sundays and legal holidays. Employees shall be paid straight time for a legal holiday on which they have not worked.

Section 4. The legal holidays referred to herein are: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day (only in Presidential Election Year), Thanksgiving Day, day after Thanksgiving and Christmas Day. The foregoing holidays shall be observed on the day and date established for the State of New York.

Section 5. When a holiday, as set forth in **Section 4**, falls on a Sunday and the following day is declared a legal holiday, then double time shall be paid for all hours worked on the Monday.

ARTICLE X.

Wages

Section 1. The Employer agrees that it will hire all employees covered by this Agreement for wages and hours not less than those specified herein.

Section 2. Employees covered by this Agreement shall be given one (1) hour's notice before being discharged or laid off. This does not apply to any temporary suspension of work during any pay week for reasons beyond the control of Employer. All employees, at the termination of their employment, shall receive the New York State Record of Employment Form I-A as soon as possible after their dismissal.

Section 3. This Agreement is based on the principle that the Employer is entitled to a day's work for a day's pay.

Section 4. When employees report to work and no work is provided, they shall receive four (4) hour's show-up time pay, except for conditions beyond the Employer's control. All employees reporting for work and ready to start at the beginning of their scheduled shift shall receive four (4) hour's show-up time if the job does not start, except for conditions beyond the Employer's control.

Section 5. Wage rates and fringe benefit contributions shall be derived from the then current Collective Bargaining Agreement between the Employer and the District Council covering show Carpenters or as amended.

The rates listed below are stated as a percentage of the show Carpenter Journeyman or Foreman.

Wages Effective:	1/1/97	7/1/97	7/1/98	7/1/99	7/1/00
Foreman	77.0%	78.5%	80.0%	81.5%	83.0%
Journeyman	77.0%	78.5%	80.0%	81.5%	83.0%
Fringe Benefits:					
Health & Welfare	100%	100%	100%	100%	100%
Pension	100%	100%	100%	100%	100%

Section 6. There shall be no lost time in wages to any employee on a day of injury when immediate medical attention is required to said employee, while working on the Employer's job, provided the employee submits a note from the doctor or clinic, stating that the employee cannot work that day.

ARTICLE XI.

Sickness Benefits - Vacation - Bereavement

Section 1. Sickness Benefits: Any regular, full-time employee with at least one (1) year of service (as defined below) with the Employer shall receive in a calendar year from the Employer ten (10) paid sick days per year.

a) The employee shall receive the above sick pay whether or not such illness is covered by the New York State Disability Benefits Law or the New York State Workers' Compensation Act. However, there shall be no pyramiding or duplication of Disability Benefits and/or Workers' Compensation Benefits with sick pay.

b) Any employee entitled to sickness benefits shall be allowed five (5) single days of paid sick pay per year but shall not be paid for any remaining sick days that are taken as single days. The remaining five (5) days of paid sick leave may be paid for illnesses of more than one day's duration or may be counted as unused sick leave days.

c) Any employee absent from duty due to illness only on the scheduled work day immediately before or only on the scheduled work day immediately after a holiday, or only on both such days, shall not be eligible for sick pay for said absent workday or workdays unless a doctor's letter is supplied stating the nature and duration of illness.

d) Employees who have continued employment to the end of the calendar year and have unused sickness benefits shall be paid in the succeeding January a day's pay for each such unused day, not to exceed ten (10) day's pay. Payment shall be based on the wages effective in the immediately preceding December.

Section 2. Vacations: Every employee shall receive each year a vacation with pay as follows:

<u>Length of Service</u>	<u>Vacation Benefit</u>
6 months	3 days
1 year	10 days
5 years	15 days
15 years	20 days
25 years	25 days

Length of employment for vacation shall be computed on the basis of the amount of vacation that an employee would be entitled to on September 15th of the year in which the vacation is given.

Only actual working days shall count as part of the allowed vacation, and regular days off and holidays falling during the vacation period shall not be counted.

If a holiday falls within the employee's vacation period, the employee shall receive an additional day's pay therefore or, at the option of the Employer, an extra day off within ten (10) days immediately preceding or succeeding his vacation period.

Vacation wages will be paid prior to the vacation period, unless otherwise requested by the employee.

Employees are entitled to actual vacations and no employee shall be required to accept money in lieu of his/her vacation.

When compatible with the proper operation of the building, at least the first two (2) weeks of vacation shall be confined to the period beginning May 1st and ending September 15th of each year. These dates may be changed by mutual agreement

and the third week of vacation may be taken at a separate time by mutual agreement of the Employer and the employee.

The fourth and fifth week of vacation may, at the option of the Employer, be scheduled upon two (2) week's notice to the employee for a week or weeks (which may not be split) other than the period when the employee takes the rest of his/her vacation.

Choice of vacation periods shall be according to seniority, so far as compatible with the proper operation of the building.

Any employee leaving his/her job for any reason shall be entitled to a vacation accrual allowance computed on his/her length of service as provided in the vacation schedule herein above set forth, based on the elapsed period from the previous September 16th (or from the date of his/her employment, if later employed) to the date of his/her leaving; providing, however, that any employee who has received a vacation during the previous vacation period (May 1st through September 15th) and who leaves his/her job during the next vacation period under circumstances as above stated which entitle him/her to vacation accrual rights, shall be entitled to full vacation accrual allowances instead of on the basis of the elapsed period from the previous September 16th.

An employee who leaves his/her position of his/her own accord shall be entitled to accrued vacation credit.

Section 3. Bereavement: Employees shall receive up to three (3) days off with pay for bereavement in the event of a death in the immediate family of the employee.

Immediate family is defined as: spouse, children, grandchildren, mother, father, spouse's mother or father.

ARTICLE XII.

Discipline - Grievance - Arbitration

A. Discipline

The Employer may discipline employees, up to and including discharge, for just cause. In all cases involving the discharge or suspension of an employee, the Employer must notify the employee in writing of his/her discharge or suspension and the reason therefor. In cases involving discharge, the Employer must give the Union twenty-four (24) hours notice of the discharge, except that no warning notice need be given to the Union before an employee is discharged if the cause of such discharge is for dishonesty, theft, gross insubordination, fighting, reporting to work under the influence of drugs or alcohol, accepting a tip or gratuity, recklessness or intentional conduct resulting in injury to a person or serious property damage or the employee has previously received two (2) written warnings regarding similar conduct.

B. Grievance and Arbitration

Section 1. For the purpose of this Agreement, the term "grievance" shall mean a dispute which arises after the effective date and prior to the expiration date of this Agreement concerning the meaning and application of the express written provisions of this Agreement.

Section 2. A grievance that is disposed of in accordance with the following procedure shall be considered waived and/or settled and such waiver and/or settlement shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer.

Step 1: An aggrieved employee shall first attempt to resolve the issue with his/her immediate supervisor within five (5) working days from the date of the occurrence.

Step 2: If the matter is not settled in **Step 1**, the Union shall, within five (5) working days from the receipt of the Employer's response in **Step 1**, present the grievance to the Employer in writing, and the Shop Steward and the Employer's designated representative shall attempt to settle the grievance.

Section 3. Since it is important that a grievance be processed as expeditiously as possible, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled if not appealed to the next step or to arbitration within the time limits set forth herein. However, the time limits specified may be extended by the written agreement of the parties.

Section 4. In the event the grievance is not settled, the Union may, within five (5) working days from date of receipt of the Employer's decision in **Step 2**, submit the grievance to arbitration by registered letter addressed to the Federal Mediation and Conciliation Service (FMCS) with a copy to the Employer. In the letter to the FMCS, the

Union shall specify the issue it seeks to arbitrate and shall request the FMCS to furnish it and the Employer with identical lists of persons eligible to serve as arbitrators.

Section 5. Failure of the Union to submit the dispute to arbitration within five (5) working days of receipt of the Employer's decision in **Step 2** or to specify the issue to be arbitrated shall result in a waiver of the grievance.

Section 6. The parties may mutually designate the Arbitrator from the FMCS list. If the parties are unable to mutually designate the Arbitrator, then the selection shall be by the "strike-off" method from the FMCS list. The Union and the Employer shall alternate in striking names from the list until there remains one name.

Section 7. The Arbitrator may consider and decide only the particular grievance presented to him or her in a written stipulation by the Employer and the Union, and his or her decision shall be based solely upon an interpretation of the provisions of this Agreement and the evidence presented at the hearing. The Arbitrator shall not have the right or authority to amend, take away, modify, add to, or change any of the provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties, provided that it does not exceed the limitations contained herein.

Section 8. The cost of arbitration shall be borne equally by both parties. Each party shall pay any fees of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.

ARTICLE XIII.

No Strike - No Lockout

Neither the Union nor any of its representatives shall order or tolerate a strike, slowdown, "sick-out" or any other form of work stoppage, and the employees shall not engage in any strike or collectively leave work for any reason, including any jurisdictional dispute, nor shall the Employer lock out employees pending the adjustment of any existing disputes as provided for under this Agreement.

ARTICLE XIV.

Validity

If any clause or part of this Agreement is found to be unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other portions of this Agreement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the Industry as permitted by law.

ARTICLE XV.

Benefit Funds

Section 1. The Employer shall make contributions for each hour worked up to a maximum of thirty-two (32) hours per week for each employee covered by this Agreement in the amounts hereinafter specified to the Benefit Fund and Supplemental

Fund of the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America.

Section 2. The Employer's books and payroll records shall be made available for the purpose of conducting an audit, given appropriate notice by the Trustees, at all reasonable business hours.

Section 3. It shall be a violation of this Agreement for the Employer to, when requested, fail to furnish proper records needed for the purpose of completing an audit.

Section 4. Contributions to the New York City District Council of Carpenters Fund shall be in accord with this Agreement.

Section 5. The Employer shall be bound by all of the terms and conditions of the Agreements and Declarations of Trust, creating the Health and Pension Funds, as amended, and by the By-Laws adopted to regulate each of said Funds. The Trustees of the eligible Funds shall secure the approval of the Treasury Department under the applicable provisions of the Internal Revenue Code and shall amend the same, if necessary, to secure such approval, so as to qualify the Employer contributions as deductions for Federal Income Tax purposes.

Section 6. No contributions to any of the Funds as specified in this Article shall be required on the premium portion of wages. For the purposes of these Sections only, all hours worked to a maximum of thirty-two (32) hours shall be regarded as straight-time hours. Contributions shall be made to the fringe benefit funds on the basis of hours actually worked up to a maximum of thirty-two (32) hours. Contributions shall be made to the fringe benefit funds based on vacation pay.

ARTICLE XVI.

Obligation to Contribute

The Employer shall make contributions, at the rates specified herein, to the Health and Pension Funds for each hour, up to a maximum of thirty-two (32) hours per week, of paid employment for each employee covered by this Agreement. Hours of paid employment shall include all hours worked up to a maximum of thirty-two (32) hours per week. Contributions shall be paid for vacation days. There shall be no multiplication of contribution rates based on overtime work. No contributions shall be required on the premium portion of wages. Contributions shall be paid directly to the Trustees of the Health Fund and the Pension Fund each month and shall be accompanied by submission of Remittance Reports provided by the Funds, identifying each employee for whom contributions are paid and the number of hours for which each such employee was paid during the month covered by the reports.

ARTICLE XVII.

Past Practices

The Employer shall adhere to the express terms of this Agreement, but shall not be bound by any written or unwritten past practices established by it or any other employer or Union at the Javits Center or any other place of employment.

ARTICLE XVIII.

Shop Steward

There shall be one (1) Shop Steward who will be appointed by the Union or its Representatives to attend to the interest of the Union and to make certain that the provisions of the Agreement are adhered to by the Employer and the employees. The Shop Steward shall be permitted reasonable time for the performance of such duty, including but not limited to investigating, presenting and processing grievances under this Agreement, which shall not interfere with his or her duties as a Carpenter at the Javits Center.

ARTICLE XIX.

Miscellaneous Conditions

Section 1. The amount or character of work demanded by the Employer shall not be restricted by the Union, its Representatives, Officers or members.

Section 2. The use of safety equipment and appliances furnished by the Employer is mandatory, and the failure to employ the use of such equipment and appliances, after due warning, is sufficient cause for dismissal. The Employer and the Union agree in all respects to comply with the requirements of the Occupational Safety and Health Act and all regulations issued pursuant thereto. The Employer shall reimburse employees who have worked at least twenty-four (24) consecutive months, up to \$75.00 once every two (2) years for the cost of safety shoes. Employees must provide paid receipts for the shoes. Reimbursement will be for the purchase price paid, to a maximum of \$75.00.

Section 3. The Employer, employees or the Agents of the Employer shall not accept or directly or indirectly give any rebate on wages, or give or accept gratuities or give anything of value or extend any favor to any person for the purposes of affecting any rate of wages.

Section 4. There shall be no restriction against the use of any machine-made flooring or machine-cut timber or lumber.

Section 5. There shall be no restriction of the use of machinery, tools, appliances or methods. No power-actuated tools shall be used unless approved by the State Board of Standards and Appeals.

Section 6. The parties to this Agreement shall continue to use all efforts to maintain an effective Apprenticeship Training Plan and/or system which will insure an adequate force of skilled carpenters.

Section 7. The Employer alone will control and regulate the distribution of paychecks. Paychecks shall be distributed at least one-half hour prior to the end of the work day, on Thursdays, for the preceding work week of Monday through Sunday.

ARTICLE XX.

Non-Discrimination

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment on the basis of race, color, religion, sex, national origin, disability, marital status or age.

Section 2. The Employer agrees that it will not discriminate against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE XXI.

Automatic Renewal and Expiration Clause

This Agreement shall be binding on the Employer and the Union, their successors and assigns. It shall continue in full force and effect until June 30, 2001 and shall be renewed automatically for one (1) year intervals thereafter unless written notice of an intent to terminate or modify this Agreement has been provided by either party no more than ninety (90) days nor less than sixty (60) days before the contract expiration.

ARTICLE XXII.

Scope of Bargaining

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the term of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not specifically

referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII.

Construction Work

When new construction work is performed by the Employer with employees covered by this Agreement, the following conditions shall apply:

a) If the total labor cost of a single project exceeds \$250,000, the hourly wage rate paid to employees for all such work on that project will be the hourly wage rate currently paid to employees under the terms of the then current independent building construction Agreement. No employee shall suffer a reduction in wage rates due to this clause. There shall be no change in the benefit rates and payments as described in Article XV.

b) The term "new construction project" as used in this Article is defined as a project involving the original construction of any building or structure or the expansion of any building and the grading and excavation incidental thereto.

c) When such construction project has been completed such that business and operation can commence, the carpentry work performed thereafter, which does not fall within the definition of a construction project, shall be deemed to be maintenance work and the job classifications and wage rates set forth in Article X of this Agreement shall prevail.

ARTICLE XXIV.

Effectuating Clause

The parties hereto make and enter into this Agreement, in witness whereof, we,
their duly authorized and empowered representatives, have hereunto set our hands and
seal this 29th day of January, 1997.

For the Employer:

THE NEW YORK CONVENTION CENTER OPERATING CORPORATION:

By: [Signature] VP Facilities Dated: 29 January 1997
Name/Title

For the Union:

**DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, AFL-CIO**

By: [Signature] General Representative Dated: 1-29-97
(Name/Title)

DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY
**United Brotherhood of Carpenters and Joiners
of America**

INSTITUTED AUGUST 12, 1881



395 Hudson Street
New York, N.Y. 10014
Phone: (212) 366-7500
Fax: (212) 675-3140

March 5, 1997

Mr. Mitchel P. Greene, CFM
Vice President, Facilities
Jacob K. Javits Convention Center
655 W. 34th Street
New York, N. Y., 10001-1188

Dear Mr. Greene:

Enclosed are two originals of the addendum to the shop agreement which I have already signed. Please read and sign, retaining one copy for your files and return the other to me.

Also enclosed are copies of authorization for dues deductions signed by the shop employees.

If there are any questions, please call.

Very truly yours,

Fred R. Wright
District Representative

FRW:ds
enc.

DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY

**United Brotherhood of Carpenters and Joiners
of America**

INSTITUTED AUGUST 12, 1881



395 Hudson Street
New York, N.Y. 10014
Phone: (212) 366-7500
Fax: (212) 675-3140

It is agreed that the following provision, shall become an addendum to the Jacob K. Javits Convention Center Carpenters Shop Maintenance Agreement between the New York Convention Center Operating corporation (Javits Center or the employer) and the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America (the Union and/or District Council).

Effective for all work performed on and after January 1, 1997, it is agreed that upon written authorization from the employee, provided by the Union, as required by law, an amount of one (1%) per cent of all collectively bargained wages and fringe benefits earned, based on a maximum of 32 hours per week confirmed by the District Council, shall be deducted from the weekly pay of each Bargaining Unit Employee and remitted directly to the District Council and/or the appropriate local union as the union may from time to time direct. The amount of the deduction shall be specified on a statement transmitted to the Bargaining Unit Employee. Such remittance shall be made to the Union not less than twelve (12) times per year.

For the Employer:
New York Convention Center

Michael J. [Signature] VP
Name Title

March 5, 1997
Date

For the Union:
District Council of New York
City and Vicinity

Frank Whight General Representative
Name Title

MARCH 5, 1997
Date

Carpenters

on Sundays and legal holidays. Employees shall be paid straight time for a legal holiday on which they have not worked.

Section 4. The legal holidays referred to herein are: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day (only in Presidential Election Year), Thanksgiving Day, day after Thanksgiving and Christmas Day. The foregoing holidays shall be observed on the day and date established for the State of New York.

Section 5. When a holiday, as set forth in **Section 4**, falls on a Sunday and the following day is declared a legal holiday, then double time shall be paid for all hours worked on the Monday.

ARTICLE X.

Wages

Section 1. The Employer agrees that it will hire all employees covered by this Agreement for wages and hours not less than those specified herein.

Section 2. Employees covered by this Agreement shall be given one (1) hour's notice before being discharged or laid off. This does not apply to any temporary suspension of work during any pay week for reasons beyond the control of Employer. All employees, at the termination of their employment, shall receive the New York State Record of Employment Form 1-A as soon as possible after their dismissal.

Section 3. This Agreement is based on the principle that the Employer is entitled to a day's work for a day's pay.

Section 4. When employees report to work and no work is provided, they shall receive four (4) hour's show-up time pay, except for conditions beyond the Employer's control. All employees reporting for work and ready to start at the beginning of their scheduled shift shall receive four (4) hour's show-up time if the job does not start, except for conditions beyond the Employer's control.

Section 5. Wage rates and fringe benefit contributions shall be derived from the then current Collective Bargaining Agreement between the Employer and the District Council covering show Carpenters or as amended.

The rates listed below are stated as a percentage of the show Carpenter Journeyman or Foreman.

Wages Effective:	1/1/97	7/1/97	7/1/98	7/1/99	7/1/00
Foreman	77.0%	78.5%	80.0%	81.5%	83.0%
Journeyman	77.0%	78.5%	80.0%	81.5%	83.0%
Fringe Benefits:					
Health & Welfare	100%	100%	100%	100%	100%
Pension	100%	100%	100%	100%	100%

Section 6. There shall be no lost time in wages to any employee on a day of injury when immediate medical attention is required to said employee, while working on the Employer's job, provided the employee submits a note from the doctor or clinic, stating that the employee cannot work that day.